

**ADDENDUM TO  
CHOICEPOINT BUSINESS AND GOVERNMENT SERVICES, INC.  
GOVERNMENT SUBSCRIBER APPLICATION AND SERVICE AGREEMENT  
FOR ACCESS TO PUBLIC RECORD DATA**

**INDIANA OFFICE OF THE ATTORNEY GENERAL**

The parties agree that the following terms and conditions are added to and fully incorporated into the foregoing Services Agreement:

Paragraph 4 (CHARGES TO SUBSCRIBER) is amended by adding the following language:

No service fee shall be charged.

Paragraph 13 (PAYMENT OF FEES) is amended by deleting the last sentence in its entirety, and replacing it with the following:

The Subscriber will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part IC 5-17-5-1, *et. seq.* IC 34-54-8-5, and IC 34-13-1-6.

The following paragraphs are added:

PARAGRAPH 23. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

PARAGRAPH 24. NON-DISCRIMINATION. As required by IC 22-9-1-10, CPBG shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement because of race, religion, sex, disability, national origin or ancestry.

PARAGRAPH 25. NON-COLLUSION AND ACCEPTANCE. The undersigned attests, subject to the penalties for perjury, that he/she is the authorized representative / agent for CPBG, and that he/she has not, nor to the best of his/her knowledge, has any other employee, representative, agent or officer of CPBG, entered into or offered to enter into any combination, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

In Witness Whereof, the parties have executed this Service Agreement and Addendum.

CHOICEPOINT  
Business and Government Services, Inc.

By: \_\_\_\_\_

Stephen R. Ruby AVP  
(Name and Title, Printed)

Dated: \_\_\_\_\_

9/9/2002

State of Indiana  
Office of the Attorney General

By: \_\_\_\_\_

GARY DAMON SECREST, CHIEF COUNSEL  
(Name and Title, Printed)

Dated: \_\_\_\_\_

October 21, 2002

**CHOICEPOINT BUSINESS AND GOVERNMENT SERVICES INC.**  
**GOVERNMENT SUBSCRIBER APPLICATION AND SERVICE AGREEMENT**  
**FOR ACCESS TO PUBLIC RECORD DATA**

Please Type or Print All Information Requested. Allow 10 Days for Approval.

Agency Name: Indiana Attorney General

E-mail address: mward@atg.state.in.us

Physical Address: 402 W. Washington Street City: Indianapolis State: IN Zip: 46204

Mailing Address: Same as above City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: 317 / 232-6335 Fax: 317 / 232-6227 Contact Name: Mike Ward

Use(s) of Data\*: Limited to listed, appropriate business purposes.

This Agreement is entered into between ChoicePoint Business and Government Services Inc., and its affiliates and subsidiaries ("CPBG") and the entity first set forth above ("Subscriber"). The Services provided herein are governed by the Individual Reference Service Group Industry Principles ("IRSG Principles"). The parties agree as follows:

1. **SERVICE.** CPBG provides nationwide public record information, document retrieval and related services ("Services") using its proprietary databases and information obtained from third parties ("Third Parties"). Subscriber hereby subscribes to Services for use as a factor in making its business decisions and agrees to pay to CPBG the applicable rates and charges therefore set forth in Paragraph 4 below.

2. **RESTRICTED RIGHTS TECHNICAL DATA.** If the Subscriber is an agency or department of the United States Government, any software, documentation or other information supplied by CPBG pursuant to this Agreement is provided as "restricted rights technical data" (as defined by FAR Section 52.227-14). The use, reproduction or disclosure by Subscriber is governed by this Agreement. The use, reproduction or disclosure by any other government department or agency is governed by the Restricted Rights Notice set forth at FAR Section 52.227-14.

3. **PERFORMANCE.** CPBG will use reasonable efforts to deliver Services requested by Subscriber and to access, update, augment and maintain its compilation of information gathered from selected public records and other sources used in the provision of Services hereunder. Subscriber accepts all information "AS IS."

4. **CHARGES TO SUBSCRIBER.** For each response to a request for information, including "no record found," Subscriber agrees to pay to CPBG the applicable charge then prevailing for Services rendered to Subscriber (less any discounts listed on the approved GSA or Fedlink schedules, if applicable). Subscriber shall pay to CPBG prices as updated from time to time through on-line announcements, Subscriber Bulletins, and published price schedules. All current and future CPBG pricing documents are deemed incorporated herein.

5. **SUBSCRIBER USE LIMITATIONS.** Subscriber acknowledges that CPBG and/or Third Parties retain all right, title and interest under applicable contractual, copyright and related laws in the databases and materials contained therein used to provide Services hereunder, and Subscriber shall use such materials consistent with such right, title and interest and notify CPBG of any threatened or actual infringement thereof. Subscriber shall notify CPBG immediately of any changes to the information on Subscriber's application for Services. Subscriber shall at no time represent that it is the authorized agent or representative of CPBG.

6. **SUBSCRIBER USE LIMITATIONS - END USER.** Subscriber acknowledges that this Agreement grants Subscriber a limited license in exchange for payment of the fees and charges set forth herein, and Subscriber shall not reproduce, retransmit, republish or otherwise transfer for commercial purpose any information that Subscriber receives from Services, except to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested. Subscriber warrants that it is the end user of the information. Subscriber agrees to limit use and dissemination of information from Services solely to use(s) set forth under Business Use(s) on the reverse hereof. Uses outside of the normal course of business include without limitation: accessing or using information on public figures, including names in the news, media personalities, politicians, etc., unless used for the completion of a business transaction. Resellers or information brokers are NOT permitted to access Services under this Agreement. If you are a Reseller or an information broker, you must register with CPBG and execute a Reseller Agreement prior to accessing the Services.

7. **SUBSCRIBER USE LIMITATIONS - FAIR CREDIT REPORTING ACT.** Subscriber agrees not to use any CPBG data, which is the subject of this Agreement, for consumer credit purposes, consumer insurance underwriting, employment purposes, tenant screening purposes, or for any other purpose(s) covered by the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) or similar state statute.

8. **SUBSCRIBER USE LIMITATIONS - DRIVER'S PRIVACY PROTECTION ACT.** Subscriber agrees to use any CPBG data,

which is the subject of this Agreement, in strict conformance with the Federal Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) and similar state statutes.

9. SUBSCRIBER USE LIMITATIONS – GRAMM-LEACH-BLILEY ACT. Subscriber agrees to use any CPBG data, which is the subject of this Agreement, in strict conformance with the Gramm-Leach-Bliley Act (U.S.C. Title 15, Chapter 94, Section 6801 et seq.) and similar state statutes.

10. SUBSCRIBER USE LIMITATIONS -IRSG APPROPRIATE USES. Subscriber understands and acknowledges that the Services are governed by the IRSG Principles, a copy of which may be obtained from CPBG or its web site, and that compliance to IRSG Principles extends to the Subscriber. Subscriber also understands and acknowledges that CPBG has identified industry-specific appropriate uses for which its Services are to be used. Subscriber hereby agrees to state its appropriate use for any requested on-line information, prior to accessing it, to limit its use to those stated purposes, and to take appropriate measures so as to protect against the misuse of CPBG's Services. Failure to do so will result in immediate termination of this Agreement by CPBG.

11. SUBSCRIBER USE LIMITATIONS --PHYSICIAN (MD & DO) DATA. Subscriber acknowledges that certain physician data licensed by this Agreement has been licensed from third party suppliers, including the American Medical Association (collectively referred to in this section as "Suppliers"). In consideration of the receipt of data from Suppliers, Subscriber's use of data is subject to the following terms and conditions in addition to those of the Agreement:

a. Subscriber agrees that Suppliers' data represents proprietary and confidential data and material and that Suppliers reserve all rights, title and interest under applicable copyright and related laws in the databases and materials contained therein used to provide Services hereunder. Subscriber shall use such materials consistent with such right, title and interest and notify CPBG of any threatened or actual infringement thereof. Subscriber further acknowledges that this Agreement grants a limited license in exchange for payment of the fees and charges set forth in section 4 hereof.

b. Subscriber agrees that:

- (i.) Suppliers' data will be treated with total confidentiality;
- (ii.) Suppliers' data is granted solely to Subscriber and is granted as a non-exclusive limited license solely for purposes of credentials verification;
- (iii.) Suppliers' data will be used one time only, to support a single decision making process, to include but not be limited to provider enrollment, claims administration, investigation of fraud or provider selection. Suppliers' data may be routed or filed, via paper or electronically, so that Subscriber, members of its organization, its customers or its suppliers may carry out their role in implementing the decision making process for which Suppliers' data was obtained to support.

(iv.) Suppliers' data shall not be merged or revised with any non-Supplier data in a manner that allows the source of the data, as indicated in the data deliverable, to be obscured.

(v.) Suppliers' data shall not be released, copied, extracted or otherwise usurped for use by any other party, entity, organization or government agency for any use outside of supporting the decision making process for which the data was acquired.

(vi.) Subscriber will comply with all laws applicable to the use of Suppliers' data and shall not use such data in any way which violates any rights of any person such as, for purposes of illustration and not as a limitation, a person's privacy rights.

(vii.) Upon a breach of any of the foregoing covenants by Subscriber, such license to use and possess such data shall be automatically and immediately terminated and such data shall be destroyed or returned to the Supplier(s) immediately, but in no event later than 48 hours after such automatic termination.

c. Subscriber agrees that it will only use the data to verify credentials or further identify the subject of the report and that it will not order or use the data in whole or in part to determine eligibility for credit, employment, or insurance or any other purpose identified by or regulated under the federal Fair Credit Reporting Act, 15 USC 1681 et seq.

d. Subscriber agrees that it will not use the data for "credentialing" physicians. "Credentialing" shall mean the process by which a healthcare delivery organization grants authorization to a physician through its governing body to provide specific patient care and treatment services within defined limits, based on an individual's license, education, training, experience, competence, health status, and judgment; or the process by which a government agency or managed care organization authorizes, contracts with, or employs physicians who are licensed to practice independently, to provide services to its participants, based on an individual's license, education, training, experience, competence, health status, and judgment.

e. The data will be used as lead information only. If any type of adverse action is to be taken against the subject of the report, as a result of using the data contained in the report, the information obtained from the data must be verified by the reporting source prior to the adverse action.

f. Subscriber agrees that it is not an individual who works directly for or on behalf of the media, or are is not an individual working in an organization for or on behalf of the media, which would use the data for the purpose of verifying and/or discovering physician data solely in connection with the prevention, detection, documentation of fraud or evaluation of legal or insurance claims for fraud.

g. Subscriber agrees that Suppliers' data will not be:

- (i.) Made available for use in connection with the dissemination of distasteful materials,
- (ii.) Made available for use in connection with materials which might imply, through copy or layout, Suppliers' endorsement of an organization, its products or Services,
- (iii.) Made available for any communication that would tend to mislead, misinform or deceive,

- (iv.) Used for statistical counts, tables or presentation of physician statistics that are used for planning or research purposes,
- (v.) Made available for membership solicitations,
- (vi.) Made available for any fundraising purposes by any individual organization,
- (vii.) Made available for use by Subscriber, the organization, any individual, entity, other organization or government agency to establish or enhance a database where the data is accessible for reuse without permission of Suppliers, and
- (viii.) Made available for the practice of classifying a physician included in Suppliers' data along ethnic and/or religious lines, unless such classification is specifically germane to the practice of medicine.

12. MVR INFORMATION. If Subscriber purchases motor vehicle records ("MVRs") from CPBG, Subscriber agrees to the following:

- (a) Subscriber shall not use any CPBG provided MVR, or portions of information contained therein to create or update a file to the end that Subscriber develops its own source of driving history information.
- (b) As requested by CPBG, Subscriber shall complete any state forms that CPBG is legally or contractually bound to obtain from Subscriber before serving Subscriber with state MVRs.
- (c) With regard to CPBG provided MVRs originating from the states of Wyoming and West Virginia, Subscriber shall not disseminate or publish personal information contained in such MVRs via the Internet.
- (d) If Subscriber orders an MVR from the states of Georgia, Illinois, Montana or Washington for claims investigation purposes, Subscriber shall obtain the written authorization of the subject consumer before ordering such MVR.
- (e) If Subscriber orders an MVR from the state of Alaska for any purpose, Subscriber shall obtain the written authorization of the consumer before ordering such MVR.
- (f) If Subscriber orders any driver records originating from the State of South Carolina, Subscriber acknowledges that the person identified in the driver records received from South Carolina are third party beneficiaries to CPBG's Information Release Agreement with the South Carolina Department of Public Safety, Division of Motor Vehicles.

13. PAYMENT OF FEES. Subscriber shall be responsible for payment for all Services obtained through Subscriber's access identification code. For U.S. Government Subscribers, the Prompt Payment Act (31 U.S.C. 1801) is applicable to payments under this Agreement. For state or local government Subscribers, payment is due upon receipt of invoice; interest will be charged on any balance remaining for more than 30 days from the date of invoice and shall be subject to interest at a rate not prohibited by law. If payments are past due more than ten (10) days from the date of invoice, CPBG may interrupt service. If payments are past due more than 25 days, CPBG may terminate this Agreement. Subscriber is responsible for payment of all collection costs and attorney fees incurred by CPBG through its efforts to collect on balance(s) owed by subscriber.

a. Subscriber Purchase Orders. This Agreement shall be incorporated by reference into Subscriber's purchase order and a copy of this

Agreement shall be attached thereto. If such purchase order shall be inconsistent with the terms and conditions of this Agreement, CPBG may, in its sole discretion, reject such purchase order.

14. TERM OF CONTRACT. This Agreement may be terminated for any or no reason by thirty (30) days written notice from either party to the other except as otherwise provided for under Section 9 and/or Section 16.

15. NEGATION OF LIABILITY/WARRANTY. NEITHER CPBG NOR THIRD PARTIES SHALL BE LIABLE TO SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH SUBSCRIBER OR TO WHOM SUBSCRIBER MAY HAVE PROVIDED SERVICE-RELATED DATA FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY CPBG'S OR THIRD PARTIES' NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING SERVICES OR IN OTHERWISE PERFORMING THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER CPBG NOR ANY THIRD PARTY UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON CPBG OR A THIRD PARTY, THEN SUBSCRIBER AGREES THAT CPBG'S AND/OR THIRD PARTIES' AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF CPBG AND/OR THIRD PARTIES IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE SERVICE OR SERVICES TO WHICH A GIVEN CLAIM RELATES AND WHICH WAS CHARGED TO SUBSCRIBER, AND SUBSCRIBER COVENANTS AND PROMISES THAT IT WILL NOT SUE CPBG AND/OR THIRD PARTIES FOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF CPBG AND/OR THIRD PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST CPBG AND/OR THIRD PARTIES, ALL IN CONSIDERATION OF THE RECEIPT BY SUBSCRIBER OF SERVICES AT THE RATES CHARGED BY CPBG HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO SUBSCRIBER ABSENT THE WAIVERS AND DISCLAIMERS CONTAINED HEREIN. CPBG AND THIRD PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED. CPBG AND/OR THIRD PARTIES DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR THE COMPONENTS THEREOF. IN NO EVENT SHALL CPBG OR THIRD PARTIES BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER

ARISING, INCURRED BY SUBSCRIBER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER, OR THE UNAVAILABILITY THEREOF.

16. CPBG RECOURSE. Subscriber understands and agrees that CPBG and Third Parties shall have full administrative and/or judicial recourse against Subscriber for any and all costs, claims, demands, damages, losses, and liabilities, (including actual attorneys' fees) incurred by CPBG and Third Parties as a result of use by Subscriber of the System and/or data received therefrom to the extent the same do not result from the negligent acts or omissions of CPBG or Third Parties.

17. AUDIT. Subscriber understands and agrees that in order to ensure compliance with IRSG Principles and applicable law, CPBG will conduct periodic reviews of Subscriber activity and may, on a random basis, contact Subscriber to provide documentation of executed searches. CPBG shall also investigate all legitimate reports of abuse or misuse of the Services by our Subscribers or others. Subscriber agrees to cooperate fully with any and all investigations. Violations discovered in any review by CPBG will be subject to immediate action including, but not limited to, immediate termination of this Agreement, the account, legal action, and/or referral to federal or state regulatory agencies.

18. CPBG may, at any time, impose restrictions and/or prohibitions on the use of the data or services, to the extent they are imposed on ChoicePoint by third parties, industry principles, CPBG policies, law or regulation. Upon written notification by CPBG of such restrictions, customer will follow such restrictions. If Subscriber cannot or will not comply with such restrictions, CPBG may terminate this Agreement immediately. It is expressly understood that such restrictions include, but are not limited to, the event that any state laws are enacted or state contracts are modified or terminated such that CPBG loses the right to provide the Services, either in whole or part, then CPBG shall have the right, in its sole discretion, to either immediately discontinue providing or modify any and all of the affected Services or to immediately terminate this Agreement.

19. ASSIGNMENT. This Agreement and the rights and obligations of each party hereto shall not be assigned without the prior written consent of the other party which consent shall not be unreasonably withheld. Consent shall not be required, however, in connection with an assignment to a subsidiary or affiliate of CPBG. Upon such assignment: a) CPBG shall promptly advise Subscriber of such transfer; b) the transferee corporation shall expressly agree to assume all obligations hereunder and; c) CPBG shall guarantee the performance of the transferee/affiliate's obligations hereunder.

20. PRIVACY PRINCIPLES. With respect to personal information regarding individual consumers and businesses, the parties agree as follows: CPPR has adopted the "ChoicePoint Privacy Principles" ("Privacy Principles") and that neither Subscriber nor CPPR will commit or permit its directors, officers, employees or agents to commit any action which causes Subscriber or CPPR to be in violation of the Privacy Principles. A copy of the Privacy Principles is located on ChoicePoint's web-site at <http://www.choicepoint.net/commitment>.

21. AGREEMENT ENTIRETY. This Agreement (including all pricing documents, Schedules, Addenda and Exhibits) sets forth the entire understanding and agreement between CPBG and Subscriber regarding the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or representations, except that access to and use of Third Party services may be governed by terms and conditions different than or in addition to those herein. By receipt of Services, Subscriber agrees to, and shall comply with, such different and/or additional terms of Third Parties and such changes to this Agreement as CPBG shall make from time to time by notice to Subscriber. This Agreement shall be interpreted in accordance with the laws of the State of Georgia. Violation by Subscriber of state or federal laws, IRSG Principles, or CPBG's or Third Parties' established policies and procedures, such as abuse of Services by media subscribers, may result in immediate termination of this Agreement in CPBG's sole discretion.

I certify that I am authorized to execute this Subscriber Application and Service Agreement on behalf of the company listed above. Further, I certify on behalf of such company, that the above statements are true and correct and agree for the company to the terms and conditions set forth in the Subscriber Service Agreement.

Signed By: Michael R. Ward Date: 10/22/02  
Print Name: Michael R. Ward Title: Director of Investigations

\*Data use(s) limited to listed, appropriate business purposes.

This Section for CPBG Use Only

Date Received (Sales): \_\_\_\_\_ Territory #: \_\_\_\_\_ Lead Source: \_\_\_\_\_

Date Received (Credit): \_\_\_\_\_ CC/Check Received: # \_\_\_\_\_ \$ \_\_\_\_\_

☐ O/A ☐ CCB ☐ DO ☐ PO Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Subscriber ID: \_\_\_\_\_ Password: \_\_\_\_\_ Credit Limit: \_\_\_\_\_

ChoicePoint Business and Government Services Inc.

11350 Random Hills Road, Suite 240, Fairfax, VA 22030

Phone: 800 547.5512 facsimile: 703 219.2538